

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

1:38 pm, Jul 08, 2024

U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
LONG ISLAND OFFICE

U.S. BANK NATIONAL  
ASSOCIATION,

Plaintiff,

v.

JOSEPH P. TAPLER, et al.,

Defendants.

\* \* \* \* \*

Case No. 19-CV-1101 (ENV)

Long Island Federal  
Courthouse  
100 Federal Plaza  
Central Islip, NY 11722

January 9, 2024

TRANSCRIPT OF CIVIL CAUSE FOR HEARING  
BEFORE THE HONORABLE STEVEN L. TISCIONE  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff:

ADAM BRIAN SPEREGEN, ESQ.  
Gross Polowy, LLC  
900 Merchants Concourse  
Westbury, NY 11590

For the Defendant, Pro Se:

JOSEPH P. TAPLER  
49 Circuit Road  
Bellport, NY 11713

Proceedings recorded by electronic sound recording,  
transcript produced by transcription service.

1 (Proceedings commenced at 12:32 p.m.)

2 THE CLERK: Civil cause for hearing, U.S. Bank  
3 National Association vs. Tapler, et al., docket no. 19-CV-  
4 1101.

5 Parties, please state your appearances for the  
6 record, beginning with the plaintiff.

7 MR. SPEREGEN: Good afternoon, Judge. For the  
8 plaintiff, Adam Speregen, from the office of Gross Polowy,  
9 900 Merchants Concourse, Westbury, New York 11590.

10 MR. TAPLER: Joseph Tapler, 49 Circuit Road,  
11 Bellport, New York.

12 THE COURT: All right. Good afternoon.

13 Mr. Tapler, what, I guess, is your defense to the  
14 foreclosure action? There was some mention in your letter  
15 about problems with the underlying mortgage, I guess.

16 MR. TAPLER: Yes, sir.

17 At first I went through everything. I did some  
18 research on how these -- first of all, if I may, I had two  
19 other co-defendants on here and it's more of a question -- my  
20 wife wasn't notified of anything. It was -- the ECF was sent  
21 to me and it said it would not be sent electronically to her.  
22 So is it okay that we proceed?

23 And I also have on the complaint Suffolk County  
24 Traffic and Parking Violations Agency. Now how are they co-  
25 defendants, the Suffolk County Traffic?

1           THE COURT: My guess is that there's some kind of a  
2           lien on the house. Unpaid parking tickets maybe or something  
3           like that?

4           MR. TAPLER: I can't remember the last time I got  
5           one, but I don't know how they're on that list there of  
6           defendants. And am I speaking on their behalf as well?

7           THE COURT: No, you're just representing yourself.

8           MR. TAPLER: Just myself. All right then.

9           Well, I went through sort of contract law and what  
10          not. The original contract that we signed to purchase the  
11          home was in December, 1994. And I started to look into how  
12          these things actually operate, because it seemed like it sort  
13          of sat dead.

14          In any contract with the bank there has to be  
15          consideration, lawful consideration, mutual consideration  
16          where asset was put up against asset.

17          Now when a bank makes a loan, it's basically a  
18          promissory note in exchange for credits, which makes it like  
19          a theoretical liability, whereas each party should put up  
20          legit property.

21          And the bank -- other things I found, the bank  
22          reserves are unchanged by the transaction. So the credits  
23          constitute a new addition to their banking system by  
24          bookkeeping entry and not actual value or wealth.

25          The money only exists once the banks create it to

1 create the loan. And they don't have a right to do so. They  
2 don't have a right to create money. That's no legal  
3 obligation of theirs or a right of theirs. This is what I  
4 found.

5 So that's not lawful consideration. You need  
6 process of making a loan against an asset, which is my home.

7 So all these years, paid it off, paid it off, paid  
8 it off. Of course, got nowhere. And then the loan itself  
9 was transferred to this bank and that --

10 THE COURT: Let me just stop you there.

11 MR. TAPLER: What I found is --

12 THE COURT: Did you get the house?

13 MR. TAPLER: I did.

14 THE COURT: How did you get the house?

15 MR. TAPLER: Somehow someone made a note to us --

16 THE COURT: You got the house by getting a mortgage  
17 from the bank, right?

18 MR. TAPLER: Right. Which we dutifully paid.

19 THE COURT: That's your consideration.

20 MR. TAPLER: Which we paid these many years.

21 THE COURT: Okay.

22 MR. TAPLER: Many years we paid. And now this was  
23 -- I actually found this -- and this is not me making this  
24 up. All those quotes I gave you were from *Modern Money*  
25 *Mechanics*, and it was written by the Federal Reserve of

1 Chicago. And they said that this --

2 THE COURT: I don't think the Federal Reserve of  
3 Chicago is making an argument that mortgage contracts are  
4 invalid.

5 MR. TAPLER: Well, this was cited. They set  
6 precedent in 1969. *The Bank of Montgomery Minnesota v. Daly*  
7 where the Judge, in fact, said that based on all of the  
8 things I describe that the foreclosure action was, in fact,  
9 denied.

10 THE COURT: I'll have to look at that case, because  
11 I don't think it says what you think it says.

12 MR. TAPLER: Well, I'm sorry, sir. With all due  
13 respect I went through it. It was pretty clear.

14 THE COURT: Okay.

15 MR. TAPLER: And then I get into the ideas of the  
16 Federal Reserve and global currency revaluations. All those  
17 other things that are going on.

18 So at this point I just wanted to make those  
19 statements. I don't think it was level playing field, if not  
20 a raw deal. Yes, we did get the house, but we then spent  
21 many years beyond that paying a bank that never really put up  
22 anything against the home except paper and their word.

23 THE COURT: I don't understand that arch. They put  
24 up money. That's how you were able to buy the house. You  
25 couldn't buy the house if they didn't give you the mortgage.

1           MR. TAPLER:   Well, the way I read it it just seems  
2           to be bookkeeping.

3           THE COURT:   Frankly, it doesn't matter.  You got  
4           the house, didn't you?  That's your consideration.  You  
5           received a benefit.  There's an obvious, tangible benefit  
6           that you received as part of that contract, a house.  I don't  
7           understand how that cannot be consideration.

8           MR. TAPLER:   Well, if I received a house, that  
9           would mean that I, in fact, own the house outright.

10          THE COURT:   Well, you got to live in the house.

11          MR. TAPLER:   Pardon?

12          THE COURT:   You got to live in the house.  Did you  
13          pay rent?

14          MR. TAPLER:   We paid the mortgage for many years.

15          THE COURT:   Again, that's kind of the point.  Lack  
16          of consideration is a situation where somebody basically  
17          gives a gift and there's nothing on the other side.

18          MR. TAPLER:   Yes, there -- the bank put up actual  
19          assets or was a transfer of columns in a bookkeeping page was  
20          created.

21          THE COURT:   Well, the only way that that would be  
22          true is if the bank owned the house and sold you the house  
23          and took out a mortgage on the house itself, maybe.

24                 If the bank gave money to the seller of the house,  
25          then they had to put up real money because the seller of the

1 house received real money, right? When you sell a house you  
2 get money back.

3 MR. TAPLER: That is correct.

4 THE COURT: That money is coming from the bank that  
5 is giving the mortgage to the buyer, unless the buyer is  
6 paying all cash. That's the way it works.

7 When you all sit down at the closing table you're  
8 reconciling that money. The money is going from the bank to  
9 either pay off the original mortgage or whatever benefit goes  
10 to the seller if they're, you know, getting more money from  
11 the sale than what they owe on the house. That money goes to  
12 them and that money's coming from the bank.

13 So the money doesn't go to you. It goes to the  
14 seller of the house and that's how you're able to buy the  
15 house. The bank is supplying you with the money that you  
16 need to buy the house, unless you're paying all cash. That's  
17 the consideration.

18 On your side you're agreeing to pay the mortgage on  
19 a monthly basis and the bank is agreeing to give you the  
20 money that you are using to purchase the home.

21 MR. TAPLER: I see. Well, that brings me down  
22 another path.

23 The value of the money itself is not backed by any  
24 -- it's the same idea as this. It's not really backed by an  
25 asset of any kind.

1           The U.S. dollar is backed by the word of the  
2           federal government saying that it is worth something  
3           monetarily when, in fact, it's paper. And if they need more  
4           money, the federal reserve prints as much as they need to and  
5           they just call it money.

6           It's a theoretical observation, but it's clear that  
7           there is no real asset backing anything here. The only asset  
8           I have is my home.

9           And since the Federal Reserve Act of 1917 and then  
10          consequently when they came off the gold standard of 1973 --  
11          since 1973 the U.S. dollar isn't real -- isn't a real asset.

12          So if I bought my house in 1994 there was no  
13          consideration on that side because the assets themselves were  
14          not backed by any real tangible asset.

15          THE COURT: If that were true, then there would  
16          literally no economic based contracts.

17          MR. TAPLER: That's true and then to a contract I  
18          would say that the same problem exists across the board.

19          THE COURT: And I would tell you without any  
20          reservation that that is not true. That the entire basis of  
21          our legal system and contract law is not undermined by this  
22          theory of the Federal Reserve not having any backing behind  
23          the U.S. dollar. That's just not the way it works.

24          MR. TAPLER: Well, it's (indiscernible) points.  
25          It's a currency based on -- again, it's a promissory note



1 basically. It says we're telling you it's worth this. And I  
2 found -- and I've been at this for months. That's the case,  
3 from what I've found.

4 Now it may be a delusion or me just believing  
5 everything I hear, which I don't, but that's my position.  
6 And I just wanted to come in and share that.

7 THE COURT: All right. I mean, you agreed when you  
8 bought the house that you were going to pay the mortgage.  
9 And the bank agreed that they would give you money that would  
10 allow you to buy the house.

11 That's clearly a valid contract. I don't know what  
12 to say beyond that. There's no question that it's a valid  
13 contract.

14 MR. TAPLER: Okay. Thank you.

15 THE COURT: You know, if there's something else  
16 beyond that that would be a defense to the default, I'm happy  
17 to hear it but I certainly don't believe that contract law in  
18 this country is essentially unlawful, because that's  
19 essentially what it would be, because very few contracts  
20 don't involved the exchange of money in some way. So that's  
21 just not the way that consideration works.

22 That money has value because you can use it to go  
23 purchase something. So whether it's backed by anything real  
24 or not, if I hand you five dollars, you can go take that five  
25 dollars and go downstairs to the coffee shop and buy yourself

1 a cup of coffee.

2 So the money has value. It might be made out of  
3 paper, but it has value because you can use it to purchase  
4 things.

5 So anything else you want to add?

6 MR. TAPLER: No. Does the court need to hear from  
7 the other co-defendants, because for some time now my wife  
8 has not been made aware of anything and has not been included  
9 in any of the discussions.

10 At the bottom of the ECF, the court filing, it says  
11 it was sent to that person, this person, this person. And it  
12 will not be sent to Judy Tapler.

13 THE COURT: I'm pretty sure she is in default. She  
14 never responded to the initial complaint.

15 MR. TAPLER: I'm not aware of that. I don't even  
16 know when that was first filed. Was that 2021?

17 THE COURT: It would have been 2019.

18 MR. TAPLER: Was there ever a default on it?

19 THE COURT: There's been a default on the case for  
20 a while.

21 MR. SPEREGEN: It was an initial default on the  
22 first motion that we brought in this action and then the  
23 action was stayed until there was a decision in the court of  
24 appeals.

25 THE COURT: So I don't need to hear from anybody

1 else if they're in default.

2 MR. TAPLER: All right. Yes, sir. I'm sorry.

3 THE COURT: Anything else you want to add?

4 MR. TAPLER: No, sir, but I appreciate you having  
5 me in to share.

6 THE COURT: I appreciate your diligence in looking  
7 into the issue, but contract law is a little bit simpler than  
8 -- I'm going to just issue a decision on the motion and we'll  
9 go from there. All right.

10 MR. TAPLER: Thank you for your time, sir.

11 THE COURT: Thank you.

12 MR. SPEREGEN: Thank you, Judge. Have a good  
13 afternoon.

14 THE COURT: You too.

15 (Proceedings concluded at 12:48 p.m.)

16 I, CHRISTINE FIORE, court-approved transcriber and  
17 certified electronic reporter and transcriber, certify that  
18 the foregoing is a correct transcript from the official  
19 electronic sound recording of the proceedings in the above-  
20 entitled matter.

21  
22 

23 \_\_\_\_\_ July 7, 2024

24 Christine Fiore, CERT  
25